

GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS

1. Sealed item rate tenders in **two bid systems (Technical & Financial bid)** are invited from eligible contractors for “**Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)**”. Tender documents may be purchased from the **Workshop Department** between 11.00 A.M. and 2.00 p.m. on all working day against cash payment of Rs. 500.00 (Rupees Five hundred only) from **03.02.2016 to 10.02.2016**. **The work is Estimated to cost Rs. 8,27,456/-**
2. Contract documents consisting of the plans, complete specifications, the schedule of quantities of the above work to be done, and the set of conditions of contract to be complied with by the person whose tenders may be accepted, which will also be found in the form of tenders.
3. The site for the work will be made available to the contractor in its present conditions. No space other than the above site can be made available to the contractor for site office, labour camps, storage etc.
4. Sealed tenders on the prescribed form are to be submitted to the Despatch & Receiving Section of the Association addressed to the Registrar, Indian Association for the Cultivation of Science at 2A & 2B Raja S C Mullick Road, Kolkata 700 032 upto 2.00 P.M. on or before **12.02.2016**. The tender documents consisting of two separate sealed covers containing the documents as under shall be covered by a third envelop (outer cover) :-

Cover-I ***Earnest Money Deposit in proper form & shape, copy of eligibility documents (i.e. Credential), copy of PAN Card, copy of valid Electrical Contractor's license, copy of valid trade license, Company profile and any other document deemed fit in support of technical capability and experience in similar works to comply with the NIT requirements (Photocopy of all certificates are required to be submitted)***

Cover-II The priced offer (in duplicate).

5. The contractors should quote the rate in figures as well as in words, and amount tendered by them. The amount for each item should be worked out and the requisite totals given.
6. All corrections shall be attested by the initials of the tenderers with the seal of the firm. In case any discrepancy/difference is found on checking between rates quoted by the contractor in words and figures or in the amount worked out by him, the following procedure shall be followed :
 - a) When there is a difference between the rates in figures and in words, the rate which corresponds to the amounts worked out by the contractor, shall be taken as correct.
 - b) When the amount of any item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractors in words shall be taken as correct.

- c) When the rate quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, rate quoted by the contractor shall be taken as correct and not the amount.
- d) Amendments as mentioned above shall be based on the tender marked "Original" only.
7. When a contractor signs a tender in an Indian language the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
8. Earnest money, amounting to **Rs. 16,550/-** in the form of Crossed Demand Draft/Pay Order/Banker's Cheque drawn in favour of Indian Association for the Cultivation of Science, Kolkata must accompany each tender.
9. The several documents forming the contract are to be taken mutually explanatory of one another, detailed drawing followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions. In the case of discrepancy between the Schedule of Quantities, the Specifications and/or drawings, the following order of preference shall be observed :
- i) Description of Schedule of Quantities
 - ii) Particular Specification and Special Conditions, if any
 - iii) Drawings
 - iv) Technical Specifications
 - v) Indian Standard Specification of B.I.S.
10. The acceptance of a tender will rest with the IACS, Kolkata which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received and to place order on one or more firms without the assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- The IACS reserves the right to accept the tender in full or in part and the tenderer shall have no claim for revision of rates or other conditions if his tender is accepted in parts.
11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
12. All rates shall be quoted on the proper form of the tender alone.
13. An unconditional rebate which may be offered during submission of tender will be accepted and shall be considered during evaluation of the tender bid. However, after opening of tender, rebate may be considered only from the lowest bidder.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer/Architects shall be communicated to the Employer.
15. Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the words 'Rs.' should be written before the figure of rupees and words 'P' after the decimal figures, e.g. Rs. 2.15 P. and in case of words, the word 'Rupees' should be precede and the word 'Paise' should be written at the end, unless the rate is in whole rupees and followed by the words 'only' it should invariably be up to two decimal places. While quoting the rate in

schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.

16. The IACS does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
17. VAT, Sales tax or any other tax on material or on finished works like works contract tax, Turn-over Tax, Labour welfare cess etc in respect of this contract shall be payable by the contractor and the IACS will not entertain any claim whatsoever in this respect.
18. The contractor shall give a list of his relatives working with the IACS (if any) along with their designations and addresses.
19. No employee of the IACS is allowed to work as a contractor for a period of two years of his retirement from IACS service, without the previous permission of the IACS. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the IACS as aforesaid before submission of the tender or engagement in the contractor's service.
20. The tender for works shall remain open for acceptance for a period of 60 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period, then the IACS shall be at liberty to forfeit the Earnest Money deposited along with the tender.
22. It will be obligatory on the part of the tenderer to tender and sign the tender documents for all the component parts and that, after the work is awarded, he will have to enter into an agreement for each component with the competent authority in the IACS.
23. The notification of award of contract will be made in writing to the successful tenderer by Indian Association for the Cultivation of Science..

The Registrar
Indian Association for the Cultivation of Science
2A & 2B Raja S C Mullick Road
Jadavpur
Kolkata 700 032.

FORM OF TENDER (To be filled up by the Tenderer)

The Registrar
Indian Association for the Cultivation of Science
2A & 2B Raja S C Mullick road
Jadavpur
Kolkata 700 032.

Dear Sir :

Re : Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II).

1. I/We refer to the tender notice issued by you/your Architects M/s. Ghosh, Bose & Associates on your behalf for “**Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)**” in connection with the above.

2. I/We do hereby offer to perform, provide, execute, complete and maintain the works in conformity with the Drawings, Conditions of Contract, Special Conditions, Specifications, Bill of quantities for the sum of Rs..... at the respective rates quoted in the Bill of quantities.

3. I/We have satisfied myself/ourselves as to the site conditions, examined the drawings and all aspects of the tender conditions, subject to above, I/We do hereby agree, should this tender be accepted in whole or in part, to :

a) Abide by and fulfill all the terms and provisions of the said conditions annexed hereto;

b) Complete the works within .. () days, as per the work programme enclosed with the tender in two or three shifts if considered necessary by the Employer/Architects at no extra cost to the Employer.

4. I/We have deposited the earnest money of Rs. (Rupees only) in the form of Demand Draft/Pay order/Banker's Cheque which, I/We note, will not bear any interest and is liable for forfeiture :

i) If our offer is withdrawn within the validity period of acceptance.

Or

ii) If the Contract is not executed within 15 days from the date of receipt of the letter of acceptance.

or

iii) If the work is not commenced within 14 days after issue of work order.

5. I/We understand that you are not bound to accept the lowest or any tender you receive.

6. Name of Partners/Directors of our Firm :

i)

ii)

iii)

iv)

Yours faithfully,

Signature _____

Name of Partner/Director of the firm authorized to sign or Name of person having power of attorney to sign the contract. (Certified true copy of power of attorney should be attached)

Designation _____

Signature and address of Witness

a) Signature _____

Name _____

Address _____

b) Signature _____

Name _____

Address _____

ARTICLES OF AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF RS.100.00)

ARTICLES OF AGREEMENT made this _____ day of _____ Two thousand between **Indian Association for the Cultivation of Science**, a society under the Society Registration Act 1860 (hereinafter referred to as the Employer which expression shall include its successors and assigns and all the persons for the time being in management of the Society) having its office at 2A & 2B Raja S C Mullick Road, Jadavpur, Kolkata 700 032 (and other places, if any) of the **ONE PART** through the authorized officer (Name & Designation)

AND

M/s. _____ having its registered office at _____ (thereinafter referred to as the 'CONTRACTOR') of the OTHER PART.

WHEREAS the Employer is desirous of “**Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)**”. (Hereinafter called the 'Works').

AND WHEREAS the Employer has caused the plans, drawings and specifications, priced schedule of quantities of the said work to be constructed at Jadavpur, Kolkata as per conditions of the contract and special conditions prepared with the assistance of the said Architect/Consultant subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for “**Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)**” has been approved by the Employer.

WHEREAS the contractor has deposited with the Employer _____
_____ as Security deposit
(Performance Bank Guarantee) for the due performance of the agreement. AND WHEREAS the
Employer has issued work order therefore to the contractor.

AND WHEREAS said drawings no. _____ inclusive of the specifications,
priced schedule of quantities, conditions of contract and special conditions (hereinafter
collectively referred to as the said condition) have been signed by the parties hereto and
the contractor has agreed to execute the works upon and subject to the said conditions.

NOW IT IS HEREBY AGREED AS FOLLOWS :

1. In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said drawings etc and such further detailed drawings as may be furnished to the contractor by the said Employer through the Architect as described in the said specifications and _____ the said priced schedule of quantities.
2. The Employer will pay to the Contractor the sum of Rs. _____ (Rupees _____) (hereinafter called the contract sum) or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions. However, the actual sum will be paid on the actual value of work done, irrespective of the contract sum.
3. The plans, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
4. The said contract comprises of the “**Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)**” as above mentioned, and all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Employer even though said works may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.
5. Notwithstanding what are stated in the special condition, conditions of contract and hereinbefore stated the Employer through the Architect/Consultant reserves to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
6. The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound thereby and to abide by and submit themselves to

to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

7. Any dispute arising under this agreement shall be referred to the arbitration as per arbitration clause 71.0 vide page no. 39 of NIT.
8. This agreement comprises of the following documents which shall be deemed to form and be read and constitutes as part of these presence viz.
 - a) Tender document under NIT No. _____
 - b) Tender/Quotation/Offer accepted by the employer vide letter of M/s. _____ bearing no. _____ dt. _____ and subsequent letter thereof vide no. _____ dt. _____.
 - c) IACS Work Order No. _____ dated _____
 - d) General Terms & Conditions of the tender.
 - e) Drawing/Sketches/Layout etc.
 - f) Minutes of the pre-bid meeting.
 - g) All correspondences by which the contract is added to or amended varied or modified in any way by mutual consent.
9. Time shall be considered as the essence of contract and the contractor hereby agree to complete the said work within _____ from the date of execution of this agreement as per terms of the work order.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

EXECUTANTS

1.

1. EMPLOYER

2.

2. CONTRACTOR

* Common Seal

* In case of the Company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc as the case may be affixing common seal may initial in token thereof and also by putting their names.

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GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of Employer/Architects.

1.0 INTERPRETATION

In construing these conditions, the specifications, the schedule of quantities, tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires :

- i) Employer/Employer : The term Employer/Employer shall denote for Indian Association for the Cultivation of Science, 2A & 2B Raja S C Mullick Road, Kolkata 700 032 or any of its employees representative authorised on their behalf.
- ii) Site Engineer : The term Site Engineer shall mean the person/s appointed by the Employer to superintend the work.
- iii) Contractor: The term contractor shall mean _____ and his/their heirs, legal representatives, assigns and successors.
- iv) Site : The site shall mean the site where the works are to be executed as shown on the site plan.
- v) Drawings : The work is to be carried out in accordance with drawings, specifications, the schedule of quantities and any further drawings which may be given by the Employer during execution of the work. A set of drawings is provided with the tender to give the general idea about the total construction.

All drawings relating work given to the contractor together with a copy of schedule of quantities are to be kept at site and the Employer/Architects shall be given access to such drawings or schedule of quantities whenever necessary.

In case any detailed Drawings are necessary contractor shall prepare such detailed drawings and/or dimensional sketches therefor and have it confirmed by the Employer/Architects prior to taking up such work.

The contractor shall ask in writing for all clarifications on matters occurring anywhere in drawings, specifications and schedule of quantities or to additional instructions at least 10 days ahead from the time when it is required for implementation so that the Employer may be able to give decision thereon.

- vi) The "Works" shall mean the work or works to be executed or done under this contract.
- vii) "Act of Insolvency" shall mean any act as such as defined by the Presidency Towns Insolvency Act or in Provincial Insolvency Act or any amending statutes.

- viii) "The Schedule of Quantities" shall mean the schedule of quantities as specified and forming part of this contract.
- ix) "Priced Schedule of Quantities" shall mean the schedule of quantities duly priced with the accepted quoted rates of the contractor.
- x) "Notice in writing" or "written notice" shall mean a notice written, typed or in printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

2.0 SCOPE

The work consists of “**Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)**” in accordance with the "drawings" and "Schedule of Quantities" within the scope of this tender. It includes furnishing all materials, labour, tools and equipment and management necessary for the incidental to the construction and completion of the work. All work, during its progress and upon completion, shall conform to the lines, elevations and grades as shown on the drawings furnished by the Employer/Architects. Should any detail essential for efficient completion of the work be omitted from the drawings and specifications it shall be the responsibility of the contractor to inform the Employer/Architects and to furnish and install such detail with Employer's/Architects' concurrence, so that upon completion of the proposed work the same will be acceptable and ready for use.

Employer/Architects may in their absolute discretion issue further drawings and/or written instructions, details, directions and explanations, which are, hereafter collectively referred to as "The Employer's/Architect's instructions" in regard to :

- a) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the drawings or between the schedule of quantities and/or drawings and/or specification.
- c) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.
- d) The demolition removal and/or re-execution of any work executed by the contractor/s.
- e) The dismissal from the work of any persons employed thereupon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (defects liability period)..

The contractor shall forthwith comply with and duly execute any work comprised in such Employer's/Architects' instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by the Employer/Architects shall if involving a variation be confirmed in writing to the contractor/s within seven days. No works for which rates are not specifically

mentioned in the priced schedule of quantities, shall be taken up without written permission of the Employer/ Architects. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Employer in consultation with the Architects as provided in Clause "variation".

Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work. Other products should be supplied as per the brand name mentioned in the Technical Specifications.

3.0 DETAILED DRAWINGS AND INSTRUCTIONS

The Employer through its Architect shall furnish with reasonable promptness additional instructions by means of drawings or otherwise necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable there from.

The work shall be executed in conformity therewith and the Contractor shall not work without proper drawings and instructions.

Immediately after receipt of the work order of the contract the contractor shall prepare a progress schedule and submit the same to the Employer through the Architect for approval which shall indicate the dates for the starting and completion of the various stages of constructions.

4.0 COPIES FURNISHED

The Contractor on the signing hereof shall be furnished by the Employer through its Architect free of charge with a copy of the priced schedule of quantities/rates, two copies of each of the said drawings and one copy of specifications and two copies of all further drawings issued during the progress of the work. Any further copies of such drawings required by the Contractor shall be supplied on payment of the charges thereof by the contractor.

5.0 EMPLOYERSHIP OF DRAWING

All drawings, specification and copies thereof furnished by the Employer through its Architects are the property of the Employer. They are not to be used on other work, and with the exception of the signed contract set, are to be returned to the Employer on request at the completion of the work.

6.0 ROYALTIES & PATENTS

The contractor shall pay all royalties and licence fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Employer harmless from loss on account thereof.

7.0 SUPERINTENDENCE SUPERVISION

The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue until expiration of the 'Maintenance Period' (Retention Period). The contractor shall also during the whole time of work when in progress shall employ a competent representative who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Employer or the Architect to such representative shall be deemed to have been given and duly served on the contractor.

8.0 FAILURE BY CONTRACTORS TO COMPLY WITH EMPLOYER'S

If the contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and/or Employer's instructions, the Employer through the Architect or other person, may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the contractor by the Employer as a debt or shall have right to deduct same from any money due or to become due to the contractor.

9.0 TENDERER SHALL VISIT THE SITE

Intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirements of the works, facilities of transport condition, effective labour and materials, access and storage for materials and removal of rubbish. The tenderer shall provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc for proper execution of work as indicated in the drawings. The successful tenderer will not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which in the opinion of the Employer/Architects might be deemed to have reasonably been inferred to be so existing before commencement of work.

10.0 TENDERS

The entire set of tender paper issued to the tenderer should be submitted fully priced and also signed on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows :

- i) The 'Rate' column to be legibly filled in ink in both English figures and English words.
- ii) Amount column to be filled in for each item and the amount for each sub head as detailed in the "Schedule of Quantities".
- iii) All corrections are to be initialed.
- iv) The 'Rate Column' for alternative items shall be filled up.
- v) The 'Amount' column for alternative items of which the quantities are not mentioned shall not be filled up.

- vi) In case of any errors/omissions in the quoted rates, the rates given in the tender marked "Original" shall be taken as correct rates.
- vii) When there is difference between the rates in figures and in words the rate which correspond to the amounts worked out by the contractor shall be taken as correct. No modifications, writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a separate sheet of paper attached to the original tender papers.

The Employer reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section or to split up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers should note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting. If called upon by the Employer/Architects detailed analysis of any or all the rates shall be submitted. The Employer/Architects shall not be bound to recognize the contractor's analysis.

The works will be paid for as "measured work" on the basis of actual work done.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly, related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender in respect of any item of works, the payment of such items of work will be made for the actual work done on the basis of lump-sum charges as will be assessed to be payable by the Employer/Architects.

The Employer has power to add to omit from any work as shown in drawings or described in specifications or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the contractor without authorization from the Employer. No variation shall vitiate the contract.

The tenderer shall note that his tender shall remain open for consideration for a period of 60 days from the date of opening of the tender.

11.0 SCHEDULE FOR COMPLETION OF WORK

The contractor shall submit a time and progress chart in a form approved by the Employer through its Architects within fifteen days from the date of issue of work order or the date on which the contractor is instructed to take possession of the site, whichever is later.

A Bar Chart showing major activities along with the target dates for completion has been given in the tender vide Annexure-II and the contractors shall have to follow the same.

The contractors shall have to put all their resources and endeavour to complete the building, if possible, earlier than the schedule time shown in the programme. Keeping the general target dates as given in bar chart of the tender, the contractors shall have to prepare detailed work programme showing in addition to the items already indicated in the programme, other items, the completion of which would effect the overall time schedule of the programme. This work programme shall clearly indicate the

completion of Project. The contractors shall have to prepare their own material in flow according to the final Network Programme as accepted by Employer. The work programme shall have to be updated at regular intervals and modified programme shall be submitted to the Architects/Employer for approval. In no case the overall date for the completion of important items as indicated in the programme should be changed without prior consent of Architects/Employer.

12.0 CO-OPERATION

The contractor will be required to consult and co-operate with other contractors whose work may be affected by the work under this contract.

13.0 TREASURE TROVE ETC.

Any treasure trove, coin or object antique which maybe found on the site shall be the property of the Employer and shall be handed over to the Employer.

14.0 PERMITS AND LICENCES

Permits and licenses for release of materials which are under Government control will be arranged by the contractor. The Employer will render necessary assistance, sign any forms or applications that may be necessary.

15.0 GOVERNMENT AND LOCAL RULES

The contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc of the Government and Local Authorities and of any company with whose system the structure is proposed to be connected. The contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc and pay all fees payable to such authority/authorities for execution of the work involved. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restorations etc and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

16.0 TAXES AND DUTIES

The tenderers must include in their tender prices quoted for all duties royalties, cess and VAT or any other taxes or local charges if applicable. The rates shall also include sales tax on works contract as per State Government norms.

No extra claim on this account will in any case be entertained

17.0 POSSESSION PRIOR TO COMPLETION

The Employer shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be an acceptance of any work not completed in accordance with the contract Agreement.

18.0 EXCEPTED MATTERS

If the dispute or differences pertain to the undernoted matters the decision in writing of the Officer designated in and signing the contract documents shall be final, conclusive and binding on the parties.

- i) Instructions.

- ii) Transactions with Local Authorities.
- iii) Proof of quality of materials.
- iv) Assigning or under letting of the contract.
- v) Certificate as to the causes of delay on the part of the contractor and justifying extension of time.
- vi) Rectifying of defects pointed out during the Defects Liability Period.
- vii) Notice to the contractor to the effect that he is not proceeding with due diligence.
- viii) Certificate that the contractor has abandoned the contract.
- ix) Notice of determination of the contract by the Employer.

19.0 QUANTITY OF WORK TO BE EXECUTED

The quantities shown in the Schedule of Quantities are tentative to cover the entire new structure indicated in the drawings but same may vary on the basis of actual requirement at site. As such no claim on this ground will be entertained by the Employer. The Employer reserves the right to execute only a part or the whole or any excess of the work thereof without assigning any reason thereof. The rate quoted shall remain valid for any variation of quality against individual item to any extent.

20.0 OTHER PERSONS ENGAGED BY THE EMPLOYER

The Employer reserves the right to execute any part of the work included in this contract or any work which is not included in this contract by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The main contractor shall extend all cooperation in this regard.

21.0 LABOUR & PAYMENT OF WAGES TO LABOUR

No labour below the age of 14 years shall be employed on the work.

Payment of Wages to Labour

- a) The contractor shall pay to labour employed by him either directly or through specialized firms, wages not less than fair wages as applicable within the State of West Bengal or as per the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 wherever applicable.
- b) The contractor shall not withstanding the provision of any contract of the contrary cause to pay fair wages to labour indirectly engaged on the work, including any engaged by his specialized firms in connection with the said work, as if the labour has been immediately employed by him.
- c) In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of this agreement the contractor shall comply with or cause to be complied with the Labour Regulations as mentioned in Sub-para (a) above made from time to time in regard to payment of wage, wage period, deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage books or wage slips, publication of scales of wages

and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the contract Labour (Regulation and Abolition) Act 1970 and the Contract labour (regulation and Abolition) rules 1971 wherever applicable.

- d) The Employer concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason non-fulfillment of the conditions of the contract for the benefit of the workers non-payment of wages or of deductions made from his or their wages which are not justified by their terms of contract or non-observance of the Regulations as mentioned above.
- e) The contractor shall comply with the provisions of Wages Act, 1936, minimum wages Act, 1948. Employees Liability Act, 1938, Industrial Dispute Act, 1947. Maternity benefit Act, 1961 and the Contract Labour (Regulations and Abolition) Act, 1970 or the modification thereof or any other Laws relating has been immediately employed by him.
- f) The contractor shall indemnify the Employer against payment to be made under and for the observance of the laws aforesaid and the CPWD Contractors 'Labour Regulations having application within the State of West Bengal without prejudice to his right to claim indemnity from his sub-contractors.
- g) The Regulation aforesaid shall be deemed to be a part of his contract and any breach thereof shall be deemed to be breach of this contract.

22.0 EARNEST MONEY AND SECURITY DEPOSIT

EMD: The tenderer will have to deposit an amount of **Rs. 16,550/-** only in the form of crossed Demand Draft/ Pay Order/Banker's Cheque payable at Kolkata and drawn in favour of Indian Association for the Cultivation of Science at the time of submission of tender as Earnest Money. The Employer is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

Security Deposit:

- a) A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum along with the sum already deposited as earnest money, will amount to Security Deposit of 5% of the tendered value of the work.
- b) The contractor shall deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any Scheduled Bank in accordance with the prescribed form or in the form of Government security, fixed deposit receipt etc as in the case of recovery of security deposit within 7 days of the issue of letter of intent but before award of work. This period can be further extended by the Engineer-in-Charge up to a maximum period of 7 days on written request of the contractor. After recording the completion certificate for the work by the competent authority, the performance guarantee (PBG) shall be returned to the contractor on completion of the retention period without any pending complaint but without interest.

The Security Deposit may be refunded 30 (thirty) days after the end of defects liability period provided he has satisfactorily carried out all the work and attended to all

defects in accordance with the conditions of the Contract where no pending issue will be in existence.

23.0 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

The contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Employer/Architects whose decision shall be final and binding. The contractor shall provide himself for ground and fresh water for carrying out of the works at his own cost. The Employer shall on no account be responsible for the expenses incurred by the contractor for hired ground or fresh water obtained from elsewhere.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price no extra payment will be allowed for incidental or contingent work, labour and/or materials inclusive of all taxes and duties whatsoever except for specific items, if any, stipulated in the tender documents.

The contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipments and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Employer/Architects.

The contractor shall at all times give access to workers employed by the Employer or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc in any work, where directed by the Employer as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

24.0 TIME OF COMPLETION EXTENSION OF TIME & PROGRESS CHART

- 24.1 Time of Completion :** The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to be commenced from the date of handing over of site. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer/Architects have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

- 24.2 **Extension of Time** : If in the opinion of the Employer/Architects the works be delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Employer in consequence of proceedings taken or threatened by or disputes, with adjoining or neighbouring Employers or (c) by the works, or delay of other contractors or tradesmen engaged or nominated by the Employer and not referred to in the specification or (d) by reason of authorized extra and additions or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the Employer may consider are beyond the control of the contractor, the Employer at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Employer failing to give possession of the site upon the day specified above the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the contractor shall immediately give the Employer, written notice thereof. Nevertheless, the contractor shall use his best endeavours to prevent delay and shall do all that may be reasonably required, to the satisfaction of the Employer to proceed with the works and on his doing so that it will be ground of consideration by the Employer for an extension of time as above provided. The decision of the Employer as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the contractor) shall be promulgated at the conclusion of such strike or lock-out and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause 61 with respect to payment of liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

- 24.3 **Progress of Work** : During the period of construction the contractor shall maintain proportionate progress on the basis of a Programme Chart submitted by the contractor immediately before commencement of work and agreed to by the Employer/Architects. Contractor should also include planning for procurement of scarce material well in advance and reflect the same in the Programme Chart so that there is no delay in completion of the project.

25.0 **TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS**

The contractor shall provide, fix up and maintain in an approved position proper office accommodation for the contractor's representative and staff which offices shall be open at all reasonable hours to receive instruction notices or communications and clear away on completion of the works and make good all work disturbed.

All drawings maintained on the site are to be carefully mounted on boards of appropriate size and covered with a coat of approved varnish. They are to be protected from ravages of termites, ants, and other insects.

The contractor shall provide, fix up and maintain a telephone connection in their site office which should be available to the PMC free of cost for their office use.

The contractor shall provide at his own cost all artificial light required for the work and to enable other contractors and sub-contractors to complete the work within the specified time.

The contractor shall provide a suitable temporary hut for the watchmen and clear away the same when no longer required and to provide all necessary attendance, lights etc required.

The contractor shall arrange for temporary latrines for the use of workers and field staff and keep the same in a clean and sanitary condition to the satisfaction of the Public Health Authorities and shall cause such latrines and soil to be cleared away whenever necessary and shall make good all the works disturbed by these convenience.

Every precaution shall be taken by the contractor to prevent the breeding of mosquitoes on the works during the construction, and all receptacles, cistern, water tanks etc used for the storage of water must be suitably protected against breeding of mosquitoes. The contractor shall indemnify the Employer against any breach of rules in respect of anti-malarial measures.

The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed or upon any boarding gantry, building structure other than those approved by the Employer.

Protective Measures : The contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

Contractor shall indemnify the Employer against any possible damage to the building, roads, or members of the public in course of execution of the work.

The contractor shall provide necessary temporary enclosures, gates, entrances etc for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all works disturbed.

Storage of Materials : The contractor shall provide and maintain proper sheds for the proper storage and adequate protection of materials etc and other work that may be executed on the site including the tools and materials of nominated sub-contractors and remove same on completion.

So also reinforcement bars are to be stored above the ground level to prevent the same from getting rusted.

Tools : All instruments found necessary on the works shall be provided by the contractor for the due performance of this contract as instructed by the Site Engineer.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the contractor.

Technicians and Supervisors on the works shall carry with them always a one metre or two metre steel tape, a measuring tape of 30 metres, a spirit level, a plumb bob and a square and shall check the work to see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the contractors as he chooses for checking the works executed or being executed on the contract.

Technicians and supervisors of the electrical contractor shall always carry with them measuring tape (30 metres) one test lamp with leads and one neon tester, multi meter,

Tong tester etc and make available to the Architect/Employer all the measuring instruments and tools that are required for checking the work.

The contractor should cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding, tools and plant etc by nominated sub-contractors for their work.

26.0 NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND EMPLOYER

The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-laws of any authorities, and/or any water, lighting and other companies, and/or authorities with whose systems the structures were proposed to have connection and shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer/Architects written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer/Architects on receipt of such intimation, shall give a decision within a reasonable time.

The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and shall defend all actions arising from such claims and shall keep the Employer saved harmless and indemnified in all respects from such actions, costs and expenses.

27.0 CLEARING SITE AND SETTING OUT WORKS

The site shown on the plan shall be cleared of all obstructions, loose stone, and materials rubbish of all kinds. All holes or hollows whether originally existing or produced by removal or loose stone or materials shall be carefully filled up with earth well rammed and levelled off as directed at his own cost.

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the work and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work irrespective of the fact that the layout had been approved by the Employer/Architects, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer. The contractor shall further set out the works to the alternative positions at the site until one is finally approved and the rates quoted in his tender should include for this and no extra on this account will be entertained.

28.0 CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to place provided by him.

The contractor shall keep the foundations and works free from water and shall provide and maintain at his own expenses electrically or other power driven pumps and other plants to the satisfaction of the Employer for the purpose, until the building is handed

over to the Employer. The contractor shall arrange for the disposal of the water so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

29.0 ACCESS

Any authorised representative of the Employer shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall give every facility to the Employer or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representatives of the Employer no person shall be allowed at any time without the written permission of the Employer.

30.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Employer/Architects during the execution of the work, and to his entire satisfaction.

As directed by the Employer/Architects the contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Employer/Architects at his own cost to prove that the materials etc, under test conform to the relevant I.S. Standards or as specified in the specifications. All the samples shall be supplied by the contractor at his own cost as directed by the Employer/Architects. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc, shall have to be borne by the contractor. No extra payment on this account should in any case be entertained. The contractor shall provide all assistance, instruments, machine labour and materials for examining measuring and testing of work and the quality, weight or quantity of any materials used and supply samples before incorporation in the work for testing as may be selected and required by the Employer/Architects. Tests of all materials should be carried out as per latest I.S. specifications. Sequence of testing of all materials shall be as advised by the Employer/Architects.

All the materials (except where otherwise described) stores and equipment required for the full performance of the work under the contract must be provided through normal channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the contractor/s must be entirely responsible for the proper and efficient carrying out of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Employer/Architects when so directed by the Employer/Architects and written approval from Employer/Architects must be obtained prior to placement of order.

During the inclement weather the contractor shall suspend concreting and plastering for such time as the Employer/Architects may direct and shall protect from injury all work when in course of execution. Any damage (during constructions) to any part of the work for any reasons due to rain, storm, or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lock-outs or any other cause, the contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The contractor shall cover up and protect from damage, from any cause, all new work and supply all temporary/doors, protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated sub-contractor and any damage caused must be made good by the contractor at his own expenses.

31.0 REMOVAL OF IMPROPER WORK

The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer/Architects are not in accordance with specification or instructions, the substitution or proper re-execution of any work executed with materials or workmanships not in accordance with the drawings and specifications or instructions. In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer/Architects shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate which may be given by the Employer/Architects shall relieve the contractor from his liability in respect of unsound work or bad materials.

32.0 DUTIES OF SITE ENGINEER/PROJECT MANAGEMENT CONSULTANT (PMC)

- i) Duties of Site Engineer/PMC: To issue/modify/revise details, drawings and specifications for the implementation of the project in Consultation with the Employer/Architects. Site Engineer/PMC shall have authority to approve/disapprove any materials or workmanship or rates and shall have authority to order start/stop/modify any aspect of the project. Site Engineer/PMC shall under all normal circumstances issue instructions through Employer/Architect.
- ii) The duties of Site Engineer/PMC are to watch and supervise the works and to examine any materials to be used or workmanship employed in connection with the works. They shall have no authority to relieve the contractor of any of his duties or obligations under the contract nor except as expressly provide hereunder to order any work involving delay or any extra payment by the Employer nor to take any variation of or in the works.
- iii) Any written instructions or written approval given by Site Engineer/PMC to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Employer as though it had been given by Employer.

33.0 SITE STORING FACILITY OF THE CONTRACTOR

The contractor shall provide, erect, and maintain at his cost a separate simple watertight store accommodation for the storing of valuable materials in pilfer proof manner at site. The Contractor shall be responsible for the safe custody of all the materials/machineries etc on behalf of the employer for the items already paid to them (partly or fully) till the same are handed over on completion of the work. The accommodation shall be demolished when directed.

34.0 CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Employer/Architects. The contractor shall engage at least one experienced Engineer as Site-In charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The contractor shall employ local labourers on the work as far as possible.

No labour below the age of FOURTEEN years and who is not an Indian National shall be employed on the work.

Any labour supplied by the contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

The contractor shall comply with the provisions of all labour legislation including the requirements of

- a) The Payment of Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labour are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The contractor shall arrange to provide first-aid treatment to the labours engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Employer and also to the competent authority where such report is required by law.

35.0 DISMISSAL OF WORKMEN

The contractor shall on the request of the Employer immediately dismiss from works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Employer or any of their officer or employee.

36.0 ASSIGNMENT

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

37.0 NOMINATED SUB-CONTRACTOR

All specialists, Merchants, Tradesmen and others executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities/ Rates and/or specifications who may be nominated or selected by the Employer are hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractor shall be employed on or in connection with the works against whom the Employer shall make reasonable objection or save where the Employer and contractor shall otherwise agree who will not enter into a contract provided :

- a) That the nominated sub-contractor shall indemnify the contractor against the same obligations in respect of the sub-contract as the Contractor is under in respect of this contract.
- b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants the property of the contractor or under any workmen's compensation Act in force.
- c) Payment shall be made to the nominated sub-contractor by the contractor within fourteen days of his receipt of the Architects certificate provided that before any certificate is issued the contractor shall upon request furnish to the Architect proof that all nominated sub-contractor's accounts included in previous certification have been duly discharged, in default where of the Employer may pay the same upon a certificate of the Architect and deduct the amount thereof from any sums due to the contractor. The exercise of this power shall not create privities of contract between the Employer and the sub-contractor.

38.0 DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way

connected with the carrying out of this contract. The clause shall be held to include interalia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The contractor shall effect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the Employer and must be effected jointly in the name of the contractor and the Employer (the name of the latter being placed first in the policy i.e IACS A/C _____ (Contractor's Name) and the policy lodged with the latter. The scope of insurance is to include damage or loss to the contract itself till this is made over in a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract i.e. the Contractors' All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work relating to Air Conditioning, Electrification, Erection of Lift etc.

The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

39.0 INSURANCE

Unless otherwise instructed the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the Employer and the contractor for such amount and for any further sum if called to do so by the Employer, the premium of such further sum being allowed to the contractor as an authorized extra. The contractor shall deposit the policy and receipt for premiums paid with the Employer within 21 (twenty one) days from the date of issue of work order unless otherwise instructed.

40.0 ACCOUNTS RECEIPTS & VOUCHERS

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

41.0 MEASUREMENT OF WORKS

The contractor will record and submit measurement for verification of the representative of the Employer. The contractor should submit their bill with such measurements.

The Engineer-in-Charge shall on receipt of the bill from the contractor, intimate him that he requires the measurements of the work to be verified at site and the contractor shall forthwith attend or send a qualified Agent to assist the E-in-C's representative in taking such measurements and calculation and to furnish particular or to give all assistance required by either of them.

Should the contractor not attend or neglect or omit to send such Agent then the measurements taken by the Engineer-in-Charge or his representative shall be taken to be the correct measurements of the works. The contractor or his Agents may at the time of measurements take such notes and measurement as he may require.

It shall be ensured that the method of measurement is in accordance with the contract. The precision in measurements shall be as laid down in IS 1200. Any points of disagreement with the contractor pertaining to measurements shall be promptly referred to the decision of the Competent Authority.

Extra/deviated items, as claimed by the contractor, shall not be recorded in Measurement Book until they are approved by the Competent Authority.

In case some allegedly extra/deviated item is carried out by the contractor while complying with approved drawings and specifications and the same is to be covered up, the Engineer-in-Charge shall check the item and its specification and record its measurements but simultaneously enter up the provision that their admittance is subject to the approval by the Competent Authority. Both the measurements and the provision shall be got signed by the contractor.

42.0 CONCEALED WORK

The contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the contractor's expense or no payment may be made for such materials, should any dispute or difference arise after the execution of any work as to measurements etc or other matters which cannot be conveniently tested or checked, the notes of the employer shall be accepted as correct and binding on the contractor.

43.0 PAYMENTS

All bills shall be prepared by the contractor in the printed form prescribed by the Employer/Architects after the measurements are endorsed as mentioned in Clause No. 41 (Measurement of Works). **Maximum one Interim/RA Bill shall be prepared in each month subject to minimum value for interim certificate which shall not be more than 75% of the full value (but not less than Rupees one lakh) of the item executed as accepted in the tender documents.**

The bills in proper forms must be duly accompanied by detailed measurements in support of the quantities of work done and must show deductions for all previous payments, retention money, etc.

The Employer/Architects shall issue a certificate after due scrutiny of the contractor's bill stating the amount due to the contractor. The Employer will have the discretion to amend the certificate of Architects if considered necessary and the contractor shall be entitled to payment thereof.

The Employer will deduct retention money as described in Clause 22 of these conditions. The refund of retention money will be made as specified in the said clause.

If the Employer has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

All the interim payments shall be regarded payments by way of advance against the final payment only and not as payments for work actually done and completed and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude determine or affect in anyway the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of the work or of the date of certificate of completion furnished by the Architects and payment shall be made within four months from the date of receipt of the final bill by the Architects.

FINAL CERTIFICATE AND PAYMENT

On completion of the work, the contractor shall be furnished with a certificate by the Employer of such completion, nor shall the work be considered completed until the contractor shall have removed from the premises on which the work shall be executed all scaffolding surplus materials and rubbish and cleaned of the dirt from all work executed.

The final bill shall be accompanied by a certificate of completion from the Employer. Payments of final bill shall be made after deduction of Retention Money as specified in Clause 22 of these conditions, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Employer's certificate that the contractor has rectified all defects to the satisfaction of the Employer/ Architects. The acceptance of payment of the final bill by the contractor would indicate that he will have no further claim in respect of the work executed. Contractor will have to submit no claim certificate along with Final Bill.

44.0 VARIATION/DEVIATION

The contractor may when authorised and shall, when directed in writing by the Employer and or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of quantities. The contractor on his own accord shall make no addition, omission or variation without such authorisation or direction. A verbal authorisation or direction by the Employer shall when confirmed correctly by the contractor in writing within 8 days shall be deemed to have been given in writing.

The contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra or additional work ordered by the Employer which he has executed during the preceding month.

No final interim claim for payment for any such work or expense will be considered which has not been included in such a statement provided always that the architect shall be entitled after taking employer's sanction to authorise payment to be made for any such work or expense, notwithstanding the contractor's failure to comply with this condition, if the contractor has, at the earliest practicable opportunity, notified the architect in writing that he intends to make a claim for such work.

The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules :

- i) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- ii) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills/vouchers dependable printed price schedules of building materials of different types shall be adopted, using factors and constants for quantum of material, labour T & P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt of India in preparation of All India Standard Schedule of Rates 1977 and adding 15% over towards profits and overheads. When called upon to do so the contractor shall submit the required purchase bill/vouchers.
- iii) In respect of a contract which incorporates more than one schedule the rate applicable in case (i) above if not provided for in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs shall be taken as the lowest applicable rate in other schedule. Similarly in case (ii) above if similar or near similar items cannot be found in the schedule pertaining to the work in which the addition, alteration or substitution (deviation) occurs, similar or near similar items from the other schedule shall be adopted.
- iv) In the case of additional, altered or substituted (deviated) work for which rates cannot be reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market prices, substantiated by purchase bill/vouchers, using factors and constants for quantum of materials, labour, T & P and sundries from standard analysis of rates adopted by the National Building Organization, Ministry of Works & Housing, Govt of India in preparation of All India Standard Schedule of Rates, 1977 and addition 15% towards profit and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers to the Employer.
- v) The tender rates will hold good for any increase and decrease in the tender quantities upto a variation of 25% except in the case of item below plinth level where the variation will be upto 100%. For variation beyond the above limit the rates for the respective items for quantity beyond the limits mentioned above may be worked out on market rates.

- vi) The question as to what particular items, being similar or near similar to the additional, altered or substituted (deviated) work in the contract schedule are to be adopted for deviation of rates for the additional, altered for substituted (deviated) work and whether the said rates cannot be derived from similar or near similar items in the contract schedule will be decided by the Employer.
- vii) In case (ii) to (iv) the contractor is required to submit his analysis of rates adopting the principles enunciated and the architect, after scrutinizing the analysis and other papers furnished will allow such rates as he considers reasonable after obtaining Employer's sanction.
- viii) Where extra work is of such a nature that it cannot be properly measured or valued the contractor shall be allowed day work priced at the net rates stated in the tender or the priced schedule of quantities or if not so stated then in accordance with the minimum local day work rates and wage for the district notified by the concerned authority provided that in either case if required by the Employer/Engineer-in-Charge, vouchers, muster rolls and other documents, required for proper verification of the labour employed and the materials deployed on the said work and the costs thereof be delivered to the Employer or his representative on or before the end of the week following that in which the work has been executed.

The question as to whether extra work is of such nature that it cannot be properly measured or valued will be decided by the Employer. The margin to be allowed on actual costs to the contractor towards profit and overhead shall be 15%.

45.0 SUBSTITUTION

Should the contractor desire to substitute any materials and workmanship, he/they must obtain the approval of the Employer/Architects in writing for any such substitution well in advance. Materials designated in this specifications indefinitely by such term as "Equal" or "Other approved" etc specific approval of the Employer/Architects has been obtained in writing.

46.0 PREPARATION OF WORKS FOR OCCUPATION AND USE ON COMPLETION

The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects put right. On completion of such inspection the contractor shall inform the Employer that he has completed the work and it is ready for inspection.

47.0 CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer/Architects.

48.0. DEFECTS AFTER COMPLETION

The contractor shall make good at his own cost and to the satisfaction of the Employer for all defects or other faults which may appear within 12 months after completion of the work. In default the Employer may employ and pay other persons to amend and make good such damages, losses and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer, in

lieu of such amending and making good by the contractor, deduct from any money due to the contractor a sum equivalent to the cost of amending such work and in the event of the amount retained being insufficient, recover that balance from the contractor from the amount retained under Clause No. 22 together with any expenses the Employer may have incurred in connection therewith.

49.0 ESCALATION

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials or labour etc. However, any change of price due to change of Govt. Levy etc may be considered, if justified.

50.0 PRICE VARIATION

As per clause 49 as mentioned above.

51.0 IDLE LABOUR

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.

52.0 SUSPENSION

If the contractor except on account of any legal restraint upon the Employer preventing the continuance of the work or in the opinion of the Employer shall neglect or fail to proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Employer shall have the power to give notice in writing to the contractor requiring the work be proceeded within a reasonable manner and with reasonable despatch, such notice purport to be a notice under this clause.

After such notice shall have been given the contractor shall not be at liberty to remove from the site of the works or from any ground contiguous thereto any plant or materials to subsist from the date of such notice being given until the notice shall have been complied with, If the contractor fails to start the work within 7 (seven) days after such notice has been given to proceed with the works as therein prescribed, the Employer may proceed as provided in Clause 53 (Termination of Contract by Employer).

53.0 TERMINATION OF CONTRACT BY EMPLOYER

If the contractor being a company go into liquidation whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency, or the Receiver of the contractor in insolvency, shall repudiate the contract, or if a Receiver of the contractor's firm appointed by the court shall be unable within fourteen days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Employer that he is able to carry out and fulfill the contract, and if so required by the Employer to give reasonable security therefor, or if the contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the contractor, or shall assign, charge or encumber this contract or any payments due or which may become due to the contractor, thereunder, or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and

performed by the contractor within three clear days after the notice shall have been given to the contractor in manner hereinafter mentioned requiring the contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the Employer not exercise such diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Employer after three clear days notice requiring the contractor so to do shall have been given to the contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Employer may notwithstanding previous waiver determine the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Employer of the obligations and liabilities of the contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the works subsequently executed had been executed by or on behalf of the contractor (without thereby creating any trust in favour of the contractor) further the Employer or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other contractors or other persons or person to complete the works, and the contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the Employer shall give notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within a period of 14 days after receipt by him the Employer may sell the same by Public Auction and shall give credit to the contractor for the amount so realised. Any expenses or losses incurred by the Employer in getting the works carried out by other contractors shall be adjusted against the amount payable to the contractor by way of selling his tools and plants or due on account of work carried out by the contractor prior to engaging other contractors or against the Security deposit.

54.0 WATER SUPPLY

The Contractor may use the existing facility of the water supply distribution, if not otherwise instructed.

55.0 POWER

The Contractor may use the existing facility of the power supply distribution, if not otherwise instructed.

56.0 LAND FOR CONTRACTOR'S ESTABLISHMENT

For the purpose of construction of contractor's store yard, godowns, site office, etc, the contractor may utilize with the permission of the Employer/Architect, portion of the land belonging to the Employer if available at such location as would not interfere with the execution of the works. The contractor shall for this purpose submit to the Architect for his approval a plan or plans of the proposed layouts for the site facilities. The Architect reserves the right to alter and modify the contractors' proposal as he may deem fit.

57.0 METHOD OF MEASUREMENT

Unless otherwise mentioned elsewhere in the tender measurement will be on the net quantities or work produced in accordance with upto date rules laid down by the Indian

Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Architect/Employer shall be final and binding on the contractor.

58.0 ACTION WHERE NO SPECIFICATION

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Architects/Employer.

59.0 CONTRACTOR NOT TO DEPOSIT MATERIALS IN A MANNER THAT MAY INCONVENIENCE TO THE PUBLIC

The contractor(s) shall not deposit materials on any site which will seriously inconvenience the public. The Architects may require the contractor to remove any materials, which are considered by him to be a danger or inconvenience to the public or cause them to be removed at the contractor's cost.

60.0 LIQUIDATED DAMAGES

Should the work be not completed to the satisfaction of the Employer/Architects within the stipulated period, the contractor shall be bound to pay to the Employer a sum calculated as given below by way of liquidated damages and not as penalty during which the work remains un-commenced or unfinished after the expiry of the completion date.

- a) For contracts having stipulated time for completion not exceeding 6 months : 1% of the tendered amount per week or part thereof of delay subject to ceiling of 5% of the accepted sum in the tender.
- b) For contracts having stipulated time for completion exceeding 6 months but not exceeding 2 years (24 months) : 1% of the tendered amount for every two weeks or part thereof of delay subject to ceiling of 5% of the accepted sum in the tender.

61.0 ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause or clauses of this contract, the contractor shall have rendered himself liable to pay liquidated damages amounting to the whole of his security de deposit (whether paid in one sum or deducted by installments) the Employer/Architects shall have power to adopt any of the following courses as they may deem best suited to the interest of the Employer:-

- a) To rescind the contract(of which rescission notice in writing to the contractor under hand of the Employer/Architects shall be conclusive evidence), and in which case the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Employer.
- b) To employ labour paid by the Employer and to supply materials to carry out the work, or any part of the work, debiting the contractor with the cost of the labour and price of material (of the amount of which cost and price of a certificate of the Architect/Employer shall be final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by the contractor under the

terms of this contract the certificate of Architects/Employer as to the value of the work done, shall be final and conclusive against the contractor.

- c) To measure up the work of the contractor, and to take such part thereof as shall be unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificates in writing of the Architects/Employer shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by the Employer under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or a sufficient part thereof.

In the event of any of above courses being adopted by the Employer/Architects the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements, or make any advances on account of, or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum or any work thereto for actually performed under this contract, unless, and until the Employer/Architects will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

62.0 CONTRACTOR REMAIN LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 63

In any case in which any of the powers conferred upon the Employer/Architect by Clause 63 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such power shall notwithstanding be exercisable in the event of any future case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit, and the liability of the contractor for past and future compensation shall remain unaffected in the event of the Employer/Architect putting in force either of the powers (a) or (b) vested in him under the preceding clause, he may, if so desire, take possession of all or any tools, plants, materials and stores, in or upon the works, or the site thereof or belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates or in case of these not being applicable a current market rates to be certified by the Employer/Architect whose certificate thereof shall be final, otherwise the Employer/Architect may by notice in writing to the contractor or his clerk of the works, foreman or other authorized agent required him to remove such tools, plant materials or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with any such requisition the Employer/Architect may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor at his risk in all respects and the certificate of the Employer/Architects as to the expenses of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

63.0 SUM PAYABLE BY WAY OF COMPENSATION

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of Employer without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

64.0. CHANGE IN CONSITUION OF THE FIRM

In the case of a tender by partners any change in the Constitutions of the Firm shall forthwith notified by the contractor to the Employer/Architects for the information.

65.0 GUARANTEE FOR THE SPECIALISED WORKS

Wherever provision for submission of a guarantee has been advised, the same shall be submitted from the specialised agency alongwith a counter guarantee by the main contractor engaged for the work. The guarantee shall be furnished on a non-judicial stamp paper of appropriate value. If the contractor is required to submit guarantee/ guarantees for any item/items for a period of more than 12 months, the guarantee/ guarantees in case of those items shall remain valid even after expiry of the defect liability period of 12 months as stipulated in the contract.

66.0 TESTS/RESULTS/SITE REGISTERS ETC.

The contractor will be required to maintain the following registers at site of work and should produce the same for inspection of the Employer/Architects whenever desired by them.

Typical pro-forma are enclosed (Refer Table I to VI)

- | | | |
|------|-------------|--|
| i) | Table – I | Pro-forma of Materials at Site Account |
| ii) | Table - II | Pro-forma of Accounts of Secured advance (to be submitted along with bills if necessary) |
| iii) | Table - III | Pro-forma of Hindrance to work |
| iv) | Table - IV | Pro-forma of Running Account Bill |
| v) | Table - V | Pro-forma of Secured advance on materials brought at site. |
| vi) | Table - VI | Pro-forma of Memorandum for payment. |

Contractor will have to submit their Running Account Bills in printed form shown in Table VI.

67.0 INCOME TAX / WORKS CONTRACT TAX

Statutory deduction of Income Tax/works contract tax shall be made from all interim and final payments as per extend statute.

68.0 AGREEMENT

The successful contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed & the schedule of conditions within 15 days from the date of the contractor is advised by the Employer/Architect that his tender has been accepted and he shall pay for all stamps & legal expenses incidental thereto. However, the written acceptance by the Employer of a tender will constitute a binding contract between the Employer and the person so tendering whether such formal agreement is or is not subsequently executed.

69.0 WORKING HOURS

No work shall be done on Sunday without prior approval in writing of the Employer/Architects. Working hours on other days of the week shall be from sunrise to sunset. Work programme for completion of the project within the stipulated time of completion shall be prepared accordingly.

70.0 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT

If at any time after the commencement of the work, the Employer/ Architects shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Architects/Employer shall give notice in writing of the fact to the contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, designs and instructions which shall involve any curtailment of the work as originally contemplated.

71.0 ARBITRATION

All disputes or differences of any kind whatsoever (except for excepted matters vide clause no. 18) which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Employer will send within thirty days of receipt of the notice to the contractor a panel of three names of persons who shall be presently unconnected with the organisation for which the work is executed.

The contractor shall on receipt of the names as aforesaid, select any one of the persons name to be appointed as a sole Arbitrator and communicate his name to the Employer within thirty days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Employer shall make the selection and appoint the selected person as the Sole Arbitrator.

If the Employer fails to send to the contractor the panel of three names as aforesaid within the period specified, the contractor shall send to the Employer a panel of three names of persons who shall all be unconnected with either party. The Employer shall on receipt of the named as aforesaid select any one of the persons names and appoint him as the Sole Arbitrator. If the Employer fails to select the person and appoint him as the Sole Arbitrator within 30 days of receipt of the panel and inform the contractor accordingly, the contractor shall be entitled to appoint one of the persons from the panel as the Sole Arbitrator and communicate his name to the Employer.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

The work under the Contract shall, however, continue during the arbitration proceedings and no payment due to be payable to the contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be final and binding on both the parties.

Subject to aforesaid the provisions of the Arbitration Act, 1992 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force, shall apply to the arbitration proceeding under this clause.

The Employer and the contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

72.0 CLOSING OF CONTRACT

The Final bill shall be submitted within 90 days from the date of virtual completion of the work. It is also a term of the contract that if the contractor does not raise any claim in writing within 90 days from the date of cancellation, termination, completion or abandonment, the claim of the contractor shall be deemed to have been waived and absolutely barred and "Indian Association for the Cultivation of Science" shall be discharged and released of all its liabilities under the contract in respect of the claims. This contract shall be deemed to have closed on settlement of Final Bill for the work.

73.0 DECLARATION

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same and on the basis of the same I/We quoted our rates in the schedule of quantities attached with the tender documents.

I/We shall also uniformly maintain such progress with the work, as may be directed by the Employer/Architects to ensure completion of same within the target date as mentioned in the tender document.

Witness :

Signature of Tenderer

Address : _____

Date : _____

Table-I

PROFORMA FOR REGISTER OF MATERIAL AT SITE ACCOUNT

Name of work : Name of Article :
Name of Contractor : Estimated Requirement :
Agreement No. : Issue Rate :

| Sl. No. | Date of Receipt | Received from/ Issued to (with Ref. To SO/Indent | Receipt | Issue | Balance | Initials of contractors | Initial of Engineer-in-Charge or his Representative | Remarks |
|---------|-----------------|--|---------|-------|---------|-------------------------|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |

Table-II

PROFORMA FOR ACCOUNT OF SECURED ADVANCE REGISTER

Name of work :

Name of Contractor :

Agreement No. :

| Description of Material | Qty outstanding from previous bill | Deduct qty utilized in works measured since previous bill | Qty outstanding & quantity brought to site since previous bill | Signature of Contractor | Signature of Engineer-in-Charge | Signature of Engineer-in-Charge or his Representative | Remarks |
|-------------------------|------------------------------------|---|--|-------------------------|---------------------------------|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

Table-III

PROFORMA HINDRANCE TO WORK

Name of work : Date of Start of Work :
Name of Contractor : Period of Completion :
Agreement No. : Date of completion of work :

| Sl. No. | Nature of Hindrance | Date of occurrence of hindrance | Date of on which hindrance was removed | Period for which hindrance existed | Signature of Engineer-in-Charge | Signature of Engineer-in-Charge or his Representative |
|---------|---------------------|---------------------------------|--|------------------------------------|---------------------------------|---|
| | | | | | | |

Table-IV

I-Running A/C Bill

- i) Name of Contractor/Agency :
- ii) Name of work :
- iii) Sl. No. of this bill :
- iv) No. and date of previous bill :
- v) Reference to Agreement No. :
- vi) Date of written order to commence :
- vii) Date of completion as per agreement :

| Sl. No. | Item Description | Unit | Rate (Rs) | As per Tender | | Upto Previous R/A Bill | | Upto Date (Gross) | | Present bill | | Remarks |
|---------|------------------|------|-----------|---------------|-------------|------------------------|--------------|-------------------|--------------|--------------|--------------|---------|
| | | | | Qty | Amount (Rs) | Qty | Amount (Rs.) | Qty | Amount (Rs.) | Qty | Amount (Rs.) | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

- Note:
- 1. If part rate is allowed for any item, it should be indicated with reasons or allowing such a rate
 - 2. If adhoc payment is made, it should be mentioned specifically

Net value since previous bill

CERTIFICATE

The measurements on the basis of which the above entries for the running bill No.....
.... Were made have been taken jointly on and
are recorded at pages To of measurement book No.

Signature and date of
contractor

Signature and date of Representative
of Engineer-in-Charge

The work recorded in the above mentioned measurements has been done at the site satisfactorily as per tender drawings, conditions and specifications.

Engineer-in-Charge

Table-V

II. ACCOUNT OF SECURED ADVANCE, IF ADMISSIBLE ON MATERIALS HELD AT SITE BY THE CONTRACTOR

| No. | Item | Quantity | Unit | Amount | Remarks |
|-----|------|----------|------|--------|---------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

Total value of materials at site.

Secured advance @ % of above value -- B

CERTIFIED (i) that the materials mentioned above have actually been brought by the contractor to the site of the work and on advance on any quantity of any of this item is outstanding on their security, (ii) that the materials (are of imperishable nature) and are all required by the contractor for use in the work in connection with the item for which rates of finished work have been agreed upon.

Dated signature of Engineer preparing the bill _____

Dated Signature of the Contractor

III. Memorandum for payment

R/A Bill No.....

| | | | |
|----|---|-----|----------|
| 1. | Total value of work done since previous bill | (A) | Rs. |
| 2. | Total amount of secured advance due since previous bill | (B) | Rs. |
| 3. | Total amount due since previous Bill (A + B) | (C) | Rs. |
| 4. | PVA on account of declaration in price of steel, cement and other materials and labour as detailed in separate statement enclosed (+) | (D) | Rs. |
| 5. | Total amount due to the contractor (C + D) = | (E) | Rs. |

Deductions

| | | |
|------|--|-----------------|
| i) | Secured Advance paid in the previous R/A bill | Rs. |
| ii) | Retention money on value of works as per accepted tender upto date amount | Rs. |
| | Less already recovered | Rs. |
| | Balance to be recovered | Rs. |
| iii) | Mobilisation Advance if any | |
| a) | Outstanding amount (Principal + interest) as on date | Rs. |
| b) | To be covered in this bill | <u>Rs.</u> |
| | | Rs. |
| iv) | Any other Departmental materials cost to be recovered as per contract if any | Rs. |

v) Any other Departmental Service Charges to be Recovered if any, as per contract (water, power etc) Enclose Statement) Rs. _____

Total deduction as per Contract (F) Rs. _____

ADJUSTMENTS, IF ANY

1. Amount less received by contractor in R/A Bill (per Statement contractor) Rs. _____

2. PVA Rs. _____

Total amount of adjustment due since previous bill (G) (+) Rs. _____

Net amount payable as per Contract (E-F+G) = Rs. _____

(rupees) in words

The bill amount to Rs.....(both figures and words) has been scrutinized by us after due checking of the measurements of works as required and is recommended for payment.

Date : _____

Signature of representative of Engineer-in-Charge

The bill amount to Rs. certified by Consultants has been scrutinized by me after due test checking of measurements of works as required and is recommended for payment for an amount of Rs. _____

Date : _____

Signature of Engineer-in-Charge

STATUTORY DEDUCTIONS

| | | |
|-------------------------|---|-----------------|
| 1. Total amount due (E) | : | Rs. |
| 2. Less : I.T Payable | : | Rs. |
| 3. Less : S.T Payable | : | Rs. |
| Net Payable | : | <hr/> Rs. <hr/> |

The figures given in the Memorandum for payable has been verified and the bill passed for payment (words in figures)

Date : _____

Signature of Engineer-in-Charge

APPENDIX

| | | |
|--|---|---|
| Name of Work | : | Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II). |
| Location | : | 2A & 2B Raja S C Mullick Road, Jadavpur, Kolkata-32 |
| Scope of Work | : | As above and as further detailed in the General Conditions of Contract. |
| Defects Liability Period (Clause No. 50) | : | 12 Months from the date of virtual completion |
| Date of Commencement | : | the date on which the contractor is instructed to take possession of the site, whichever is later. |
| Time of completion | : | 30 days from the date of handing over of site. |
| Liquidated Damages | : | As per clause No. 60 |
| Value of works for interim certificate | : | Not less than Rs. 1 (one) lakh |
| Earnest Money (Clause No. 22) | : | Rs. 16,550/- by Demand Draft/Pay Order/Banker's Cheque. |
| Security Deposit (Clause No. 22) | : | Details as per Clause No. 22 |
| Initial Security Deposit (PBG) (Clause No. 22) | : | 5% of the accepted tender value |
| Period of Honouring Certificate (Clause No. 45) | : | <ol style="list-style-type: none">1. One Month for R.A Bills2. The final bill will be submitted by the contractor within one month from the date of virtual completion. Architects/Consultant shall issue the certificate of payment within a period of three months, and payment shall be made within three months from the date of issue of certificate. |

SAFETY CODE

Scaffolds

- i) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than 1/4 to 1(1/4 horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m above the ground floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as to prevent persons slipping into the excavations.
- v) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 m in length while the width between side rails in rung ladder shall in no case, be less than 290 mm for ladder upto and including 3 m in length. For longer ladders this width shall be increased at least 20 mm for each additional metre of length.
- vi) A sketch of the ladders and scaffolds proposed to be used shall be prepared and approval of the Engineer obtained prior to construction.

Other Safety Measures

- vii) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.
- viii) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

Excavation & Trenching

- ix) All trenches, 1.25 m or more in depth shall at all times be supplied with at least one ladder for each 30 m in length or fraction thereof. The ladder shall be extended from bottoms of the trench to at least 1 m above the surface of the ground. Sides of trenches which are

1.5 m or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

- x) The contractor shall take all measures on the site of the work to protect the public from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any such persons or which may with the consent of the contractor, be paid to compromise any claim by any such person.

Demolition

- xi) Before any demolition work is commenced and also during the process of the work :
 - a) All roads open areas adjacent to the work site shall either be closed or suitably protected.
 - b) No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from the risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

Personal Safety Equipment

- xii) All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintain in a condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by those concerned.
 - a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
 - b) Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.
 - c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
 - d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - e) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting the following precautions should be taken :

- i) No paint containing lead or lead products shall be used except in the form of paste or ready made paint.
 - ii) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - iii) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- xiii) When the work is done near any public place where there is risk of drowning all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

Hoisting Machine

- xiv) Use of hoisting machines and tackle including their attachments anchorage and supports shall conform to the following standards or conditions :
1.
 - a) These shall be of good mechanical constructions sound material and adequate strength and free from patent defect and shall be kept in good repair and in good working order.
 - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
 2. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in-charge of any hoisting machine including any scaffolding which or give signals to operator.
 3. In case of every hoisting machine and of every chain ring hook, shackle shovel and pulley block used in hoisting or as means of suspension the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
 4. In case of departmental machines, the safe working load shall be notified by the Engineer. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer whenever he brings any machinery to site of work and get it verified by the Engineer concerned.
- xv) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum of the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

- xvi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use.

Adequate washing facilities should be provided at or near places of work.

- xvii) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- xviii) To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.
- xix) Notwithstanding the above clause from (i) to (xviii), there is nothing in these to exempt the contractor from the operations of any other Act or' Rule in force in the Republic of India.

MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS

1. Application

These rules shall apply to the Construction works in charge of Internal Electrical Work for Cray, Super Computer Room for the Library Building (2nd floor) of IACS at 2A & 2B Raja S C Mullick Road, Jadavpur, Kolkata 700 032.

2. Definition

- a) 'Work Place' means a place at which at an average 50 workers are employed in connection with construction work.
- b) 'Large Work Place' means a place at which an average 500 or more workers are employed in connection with construction work.

3. First Aid

- a) At every work place, there shall be maintained in readily accessible place first aid appliance including an adequate supply of sterilized dressings and sterilised cotton wool. The appliance shall be kept in good order and in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hours.
- b) At large work places, where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.
- c) Where large work places are remote from regular hospitals, an in-door ward shall be provided with one bed for every 250 employees.
- d) Where large work places are situated in cities, towns in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such as a car, shall be kept readily available to take injured person or persons suddenly taken ill to the nearest hospital.

4. Drinking Water

- a) In every work place, there shall be provided and maintained at suitable places easily accessible to labour sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- c) Every water supply of storage shall be at a distance of not less than 15 m from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well which is within the proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and water proof.

- d) A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5. Washing & Bathing Places

- a) Adequate washing and bathing places shall be provided, separately for men and women.
- b) Such places shall be kept in clean and drained condition.

6. Scale of accommodation in latrines & urinals

There shall be provided within the precincts of every work place latrines and urinals in an accessible place, and the accommodation, separately for each of them shall not be less than the following scale :

| | No. of seats |
|--|---------------------|
| a) Where the number of persons does not exceed 50 | 2 |
| b) Where the number of persons exceeds 50, but does not exceed 100 | 3 |
| c) For every additional 100 | 3 per 100 |

In particular cases, the Engineer shall have the powers to vary the scale where necessary.

7. Latrines & Urinals for Women

If women are employed, separate latrines and urinals screened from those for men and marked in the vernacular in conspicuous letters 'For Women only' shall be provided on the scale laid in Rule 6. Those for men shall be similar marked 'For Men Only'. A poster showing the figure of a man or a woman shall also be exhibited at the entrance of latrines for the respective sex. There shall be adequate supply of water close to the urinals and latrines.

8. Latrines & Urinal

All latrines shall be provided with septic tanks or leach pits in case of small units. All the latrines shall be kept in good sanitary condition.

9. Construction of latrines

The inside walls shall be constructed of masonry or some suitable heat resisting non-absorbent materials and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines will not be of a standard lower than bore-hole system and should have thatched roofs.

10. Disposal of Excreta

Unless otherwise arranged for by the local sanitary authority, arrangements for proper disposal of excreta shall be made by septic tank or leach pit duly approved by the Engineer and in conformity with the requirements of local public health authorities.

11. Provision of Shelter during Rest

At every work place there shall be provided free of cost, two suitable sheds, one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 3.5 m from the floor level, to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750 mm. Sheds should be kept clean and the space should be on the basis of at least 0.50 square metre per head.

12. Crèches

a) At every work place, at which 50 or more women workers are ordinarily employed, there shall be provided two huts for the use of children under the age of 6 years belonging to such women, one hut shall be used for infants' games and play and the other as their bed room. The huts shall not be constructed on a lower standard than the following:

- i) Thatched roof
- ii) Mud floors and walls
- iii) Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the place clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

- b) Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one dai to look after the children of women workers.
- c) The size of creche or creches shall vary according to the number of women workers.
- d) The creche or creches shall be properly maintained and necessary equipment like toys etc shall be provided.

13. Canteen

IACS Canteen facility may not be available for the contractors/their employees.

PROFORMA FOR APPLICATION FOR EXTENSION OF TIME PERIOD

1. Name of Contractor :
2. Name of the work as given in the Agreement :
3. Agreement No. :
4. Estimated Tender Amount :
5. Date of commencement of work as per Agreement. :
6. Period allowed for completion of work as per Agreement :
7. .Date of completion stipulated in Agreement :
8. Period for which extension of time has been given previously :
 - a) 1st extension vide **Architect's/ Employer's** Month days
 - b) 2nd extension vide **Architect's/ Employer's** Month days
 - c) 3rd extension vide **Architect's/ Employer's** Month days
 - d) 4th extension vide **Architect's/ Employer's** Month days
- Total Extension previously given :
9. Reason for which extensions have been previously given (copies of the previous applications should be attached) :
10. Period for which extension is applied for :
11. Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to which these are likely to last.
 - a) Serial No. :
 - b) Date of occurrence :

- c) Period for which it is likely to last :
- d) Period for which extension required for this particular hindrance :
- e) Overlapping period if any, with reference to item (e) above :
- f) Net extension applied for :
- g) Remarks, if any :
- 12. Extension of time required for extra work :
- 13. Details of extra work and the amount involved :
 - a) Total value of extra work :
 - b) Proportionate period of extension of time on estimated amount put to tender :
- 14. Total extension of time required for 11 & 12. :

Submitted _____ to _____ the
 Architect/Employer.....

Date : _____
 Signature of the Contractor

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE BOND

1. We _____ (hereinafter referred to as the Bank) at the request of _____ and address _____ hereinafter called the Contractor do hereby undertake to pay to Indian Association for the Cultivation of Science (hereinafter called the Employer) an amount not exceeding Rs. _____ (Rupees _____) only for any breach in successful completion of **“Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)”** as per the agreement to be executed between the Employer and the Contractor.
2. We _____ (indicate name of Bank) do hereby undertake to pay the amount payable under this Guarantee without any demur, merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage caused to or would do caused to or suffered by the Employer by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement relating to **“Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)”**. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____) only.
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/ Supplier(s) in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be as valid discharge of our liability for payment thereunder the contractor(s)/ suppliers shall have no claim against us for making such payment.
4. We, _____ further agree that the (indicate the name of the Bank) Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer only relating to the work of **“Renovation of Internal Electrification Work for the proposed Ground Floor Plan of Workshop (Phase I & II)”** tender/offer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged.

Unless a demand or claim under this guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of Bank) further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by --
----- the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect or so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
7. We _____ (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.